

Section A - Solicitation/Contract Form

CONTRACT INFORMATION**This Procurement is 100% Small Business Set-Aside**

CONTRACT TITLE: Status Report for Walla Walla District NAGPRA Collections

CONTRACT TYPE: This will be a firm-fixed price service contract

INQUIRIES: Inquiries regarding technical and/or administrative matters must be submitted in writing to Jennifer Christensen at: Jennifer.r.christsnsen@usace.army.mil.

BUSINESS HOURS: The standard business hours for the Walla Walla District, Corps of Engineers are Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding federal holidays.

CENTRAL CONTRACTOR REGISTRATION: Your attention is drawn to FAR clause 52.204-7, Central Contractor Registration and DFARS clause 252.204-7004 Alt. A, Required Central Contractor Registration, in Section I. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD. Information on how to register and the time required is detailed in the clause. The CCR Helpline may be reached at 1-888-227-2423.

NOTES:

- This order shall be priced FOB Destination. Pricing for Line Items shall include all shipping charges to Destination.
- Prices quoted must be valid for 30 Days.
- To ensure receipt of your quote, submit via fax to Jennifer at 509-527-7802.
- DUNS # _____
- CAGE CODE # _____

Visit <http://www.nww.usace.army.mil/> for the Walla Walla District Homepage and <http://www.nww.usace.army.mil/ebs/AdvertisedSolicitations.asp> for a listing of our current solicitations available.

CAUTIONS TO OFFERORS

Before signing and mailing this proposal, please take note of the following as failure to comply with these requirements may cause your quotation to be rejected.

AMENDMENTS: Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the information page.

AMENDED PRICE SCHEDULE PAGES: If any of the amendments furnished amended the price schedule pages, THE AMENDED PRICE SCHEDULE PAGES MUST BE USED in submitting your proposal.

MISTAKE IN PROPOSAL: Have your reviewed your proposal for possible errors in calculation or omitted work?

RETENTION OF PROPOSALS: Proposals submitted in response to this Request for Proposals will not be returned, but will be retained by the U.S. Army, Corps of Engineers for its official record.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Status Report for Walla Walla District NAGPRA Collections FFP PURCHASE REQUEST NUMBER: W68SBV-4218-9103	1	Lump Sum		
				NET AMT	_____

FOB: Destination

Section C - Descriptions and Specifications

SCOPE OF WORK

I. Status Report for Walla Walla District NAGPRA Collections

Native American Grave Protection and Repatriation Act
Public Law 101-601

Project Background and Purpose

The Native American Graves Protection and Repatriation Act (NAGPRA) requires Federal Agencies to repatriate Native American human remains and related NAGPRA objects in their possession or under their control to appropriate Indian Tribes. The U. S. Army Corps of Engineers, Walla Walla District, has materials that are subject to compliance with NAGPRA.

The Walla Walla District has completed an inventory of most archaeological collections to determine whether NAGPRA items are present. However, a comprehensive record of the archaeological collections that have been inventoried for NAGPRA items has not been compiled. Such a record would provide essential baseline information needed to make management decisions about a) the remaining archaeological collections needing a NAGPRA inventory (i.e., intensive and/or cursory), b) NAGPRA-related task prioritization, c) an action plan for repatriation. The purpose of this work effort is to develop a comprehensive baseline of all Walla Walla District managed archaeological collections that contain, or potentially contain NAGPRA items.

II. Study Area

The study area includes the federal land managed by the Walla Walla District.

III. Statement of Contractor Services

The Contractor shall furnish all services, labor, materials and equipment needed for development and completion of a comprehensive report containing information about all Walla Walla District archaeological collections that contain or are thought to contain NAGPRA items.

IV. Tasks

The Contractor shall:

1. Review all site records, collections assessment reports and other sources of information regarding the Walla Walla District collections. Include an accurate and comprehensive list of all records, reports, and other sources of information reviewed in the final report. Submit a copy of the list to the CO before 30 May 2005.

NOTE: The Contractor shall work closely with Corps archaeologists at the Walla Walla District office located in Walla Walla, Washington to gather the NAGPRA information, review collection assessment reports and other sources of information during Task 1 activities.

2. Prepare a report that is comprehensive in scope and summarizes the NAGPRA information and the results of research efforts for all collections containing, or potentially containing NAGPRA items. The report format shall reflect contemporary organizational and illustrative standards of current professional archaeological, anthropological, and historical journals (e.g. American Antiquity). The report shall include but is not be limited to:

- Title page, and
- Executive summary, and
- Introduction, and
- Table of contents, and
- Text, and
- Spreadsheet/list/table, and
- Management recommendations, and
- Bibliography

The summary shall include results, major findings, and management recommendations. The management recommendations shall identify any data gaps encountered and future tasks that need to be completed to ensure that all NAGPRA items are identified. The title page shall note that the report was done in partial fulfillment of the Corps' contract (include the contract number).

3. Prepare a spreadsheet/list/table that contains the NAGPRA information gathered during Task 1. The spreadsheet/list/table shall be included in the final report. The spreadsheet/list/table shall be comprehensive and include but not be limited to:

- Site numbers of all Walla Walla District collections containing NAGPRA items
- Site numbers of all Walla Walla District collections with potential to contain NAGPRA items
- Collection location (where stored/curated)
- Reservoir or other location where the collection was recovered
- Number and category /type of NAGPRA items in each collection
- Recorded cultural affiliation
- Culturally unidentifiable NAGPRA items
- Status of NAGPRA Inventory and type of NAGPRA Inventory (i.e., Intensive or cursory)
- Volume of NAGPRA materials
- Comments

4. Insure that all report pages, photographs, tables, etc. are consecutively numbered throughout the report and where applicable, shall have titles and appropriate explanatory notes.

5. Prepare text materials typed on good quality bond paper, 8.5 inches by 11 inches with a 1.25-inch binding margin on the left side, .75 inch on the right side, 1 inch at the top, and 1 inch at the bottom. All pages, figures, and tables shall be consecutively numbered throughout the document and where applicable, shall have titles and appropriate explanatory notes.

6. Submit a draft report by 30 May 2005. The Government shall review the report and provide comments. The Contracting Officer (CO) or her representative(s) shall submit the Government's comments to the Contractor by 29 July 2005. The Government reserves the right to have the report reviewed by other qualified individuals and to include their comments as part of the Government's.

7. Finalize the draft report addressing the Government's written comments.

8. Submit the final report by 16 September 2005. Nine (9) copies of the final report shall be submitted on paper. One (1) electronic version of the final report in MS Word (neither disk shall be a copy of the other). One (1) camera-ready paper copy of the report shall be submitted.

9. All generated project materials (e.g. notes, etc.) shall be the property of the United States. The Contractor shall properly label (i.e. identify) and box all such materials prior to their return to the Government. The Contractor shall insure the labeled materials meet the standards outlined in 36 CFR Part 79 (specifically, Sections 79.4 and 79.5) and Washington State Museum standards. The Contractor shall submit the labeled materials by 16 September 2005. The CO will submit written acceptance to the Contractor by 30 September 2005 that the labeled materials were received. The Corps will arrange for the curation of the project information.

10. Report Schedule And Deliverables

CO receipt of Task 1 deliverable	Before 30 May 2005
CO receipt of draft report	30 May 2005
Contractor receipt of Government review and written comments	29 July 2005
CO receipt of final report and project materials	16 September 2005
CO written acceptance to Contractor for final report and project materials	22 August 2005

V. Conditions

1. Pre-Work Meetings. The Contractor shall arrange a mutually agreeable date and time for a meeting or conference call to discuss the statement of work prior to the start of work. The intent of the meeting/call will be to clarify the nature and extent of work to be done under each contract task.

2. Requests For Changes To Scope Of Work. The Contractor shall provide "Consideration to the Government" in all instances where the Contractor requests changes to the Statement of Work (e.g. time extensions) that are not directly attributable to the Government. The deliverable schedules identified will be modified without "Consideration to the Government" for any "acts of God" that impact schedules during the life of the contract.

3. Inspections. All work shall be subject to inspection by representatives of the Corps. Inspections will be done to track contractor progress, verify that identified tasks are being performed as stated, and identify any problems or issues impeding successful completion of the contract. If inspections indicate that the work is not being performed in accordance with applicable laws and regulations and the approved statement of work the contractor shall, at no additional cost to the Government, suspend work and immediately develop and undertake appropriate corrective actions approved by the Government.

4. Coordination. Close coordination shall be maintained between the Contractor and the Contracting Officer or representative(s) to insure that the Government's best interest is served.

5. Editorial Policy. The Contractor shall establish a consistent editorial policy for the final report to promote conciseness, clarity, and precision in reporting. The Contractor shall use technical language only when needed to prevent conceptual confusion and shall use active phrasing whenever practical. The Contractor shall place extensive charts or tables in appendices if they do not contribute to the flow of presentation in the main body of the report. Submitted draft reports/documents will be in a form, that to the best estimate of the Contractor, requires only minor editorial attention before printing.

6. Monthly Progress Reports. The Contractor shall submit written or verbal monthly progress reports describing task accomplishments and problems (if any) by the 23rd day of each month.

VI. Government Furnished Materials and Services

The Government will furnish:

1. Desk space and visitor badge during the work activities conducted at the District.
2. Available NAGPRA information, collection assessment reports, etc. It will be the Contractor's responsibility to identify and request needed information.
3. Periodic field and laboratory inspections by and consultations with designated Corps staff.
4. Review of and comments on the draft report.
5. The CO will provide written acceptance of deliverable products.

VII. Payments

The Contractor shall furnish invoices as required, in accordance with the payment schedule, to the Corps evidencing performance of work done under this contract. Payments shall be made based on the agreed schedule. Invoices shall be submitted as follows:

1. The original to:

USAED, Millington Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, Tennessee 38504-5005

2. One copy to the Contracting Officer who shall review it for accuracy and then forward it to CEFC-AO-P. The Contractor shall be paid only for the work accepted and approved by the Contracting Officer as provided within the scope of this order.

3. Invoices shall include a statement identifying the extent and type of work performed for the period of time covered under the submitted invoice. If the invoice amount is not commensurate with the product received and the deliverables' payment schedule, it will be returned for revision before payment will be made.

4. The following payment schedule will be adhered to for the duration of the contract:

CO receipt of Task 1 deliverable	10% of Contract Award
CO receipt of draft report	40% of Contract Award
CO written acceptance of final report and project materials	50% of Contract Award

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	16-SEP-2005	1	PPPMD ENVIR COMP SEC-G4HCE0 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 FOB: Destination	G4H4CE0

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.000-3031 Invoices -- Services

The Contractor shall submit invoices as follows:

(a) The original to:

USAED, MILLINGTON FINANCE CENTER
ATTN: CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

(b) A copy with all supporting documentation to:

Mona Wright
Environmental Compliance Section
U.S. Army Corps of Engineers
201 N. Third Ave.
Walla Walla, WA 99362

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/index.html>

<http://www.acq.osd.mil/dp/dars/dfars.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

The address for the Security Office is:

Dave Piper, Security Officer
Walla Walla District, COE
201 North Third Avenue
Walla Walla, WA 99362

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Oregon & Washington Wage Determination	7	09-AUG-2004
Attachment 2	Idaho Wage Determination	7	11-JUN-2004

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.000-3012 CORPORATE CERTIFICATE/ AUTHORITY TO BIND PARTNERSHIP

If the bid is submitted by a corporation or partnership, the applicable form listed below must be completed. In the alternative, other evidence must be submitted to substantiate the authority of the person signing the bid. If a corporation, the same officer shall not execute both the bid and the certificate.

CORPORATE CERTIFICATE

I _____, certify that I am the
 _____ (*corporate officer title*) of the corporation
 named as Bidder/Contractor herein; that _____ who signed
 this bid/contract on behalf of the Bidder/Contractor was then
 _____ (*title*) of said corporation; that said
 bid/contract was duly signed for and on behalf of said corporation by authority of its governing
 body, and is within the scope of its corporate powers.

 (*signature required*) (Corporate Seal)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the bid had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has authority to enter into and execute contractual instruments, on behalf of said partnership, with the United States of America, except as follows: (State "none" or describe limitations, if any.)

 This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by the Contracting Officer.

(Names and signatures of all partners)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720.

(2) The small business size standard is \$6,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL FORMAT

1. Preparation of Proposals:

To aid in the evaluation of proposals, the following guidance is provided to Offerors in the development of their proposals:

- a. Pages containing text shall be double spaced, typewritten or typeset on 8-1/2 x 11 - inch paper with a minimum of one-inch margins.
- b. Font shall be Times New Roman or Arial and not less than 10 point.
- c. The Technical Proposal length shall not exceed 25 pages in length (the Pricing Proposal pages are not included in this limit).
- d. Proposals may be submitted in three ring binders, report covers or other such devices, to allow for a distinction between the Technical Proposal and the Pricing Proposal.
- e. Binders will not be permanently bound.
- f. Proposals shall be separated into two separate binders/report covers:
 - Volume I - Technical Proposal
 - Volume II - Pricing Proposal
- g. Volume I - Technical Proposal, will include all information for evaluation factors 1 through 4.
- h. Volume II - Pricing Proposal, will include the offeror's representations and certifications and the SF 18 Request for Quotation.
- i. As each proposal shall describe and/or provide various elements of their ability to meet the tasks associate with this solicitation, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform satisfactorily the contract being sought.
- j. The proposal should address each request for information in the same order in which it is requested. The paragraph number and body text of the paragraph should be restated. The data required to address the request should then follow.
- k. It is the offeror's responsibility to insure the completeness of his technical proposal. All proposals will be evaluated solely on the basis of what is submitted prior to the proposal receipt date indicated on the SF 18. The Government will not assume that an offeror possesses any capability unless specified in the proposal.

2. Professional Qualifications:

- a. Contractor's proposal shall include information verifying Professional Qualifications. (The Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation " shall be followed in determining qualifications.)
- b. The Offeror **shall remit with the proposal submittal package** the necessary documentation to verify that key personnel responsible for synthesizing information and preparing/writing the report meet the Professional Qualification Standards. The Professional Qualification Standards are found in the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (http://www.cr.nps.gov/local-law/arch_stnds_9.htm).
- c. The Offeror may subcontract with individuals who meet the Professional Qualification Standards to ensure this requirement is addressed. Resumes for all individuals performing tasks shall be included in the proposal package. **Contract award will be based on these conditions being met.**

3. Capability & Resume of Experience:

- a. Offerors shall submit information to a) demonstrate the capabilities and knowledge of principle staff to successfully complete all phases of identified work, b) confirm past performance, and c) display costs.
- b. Contractor's proposal shall include demonstrated knowledge and experience by Principle Staff of archaeological collection assessment work, curation management plans or other reports focused on archaeological collections archaeological processes and curation management. Proposal needs to indicate length of time in this field.

4. Past Performance: Contractor's proposal shall include information demonstrating the expertise of Principle Staff in completing collection assessment reports, curation management plans or other reports focused on archaeological collections. Proposal needs to indicate length of time in this field and number of past contracts of a similar nature that have been successfully completed.

5. Price or Cost: Contractor's proposal shall include detailed costs for all tasks.

- a. The Offeror **shall remit an itemized project cost estimate** with the proposal package. This will include providing a cost estimate for each listed task and subtask as well a list of hourly rates for all positions to be used on each task. The cost estimate shall include detailed overhead rates for all positions.

6. Basis of Award:

- a. Source selection procedures contained in FAR 13.106-2 shall be utilized to select the successful contractors.
- b. Any offeror's proposal that does not comply with the instructions in "Instructions for Preparation of Technical Proposals", above, shall be deemed non-responsive. Non-responsive proposals will not be evaluated nor considered for award.

- c. Award will be made to the offeror whose proposal provides the best overall value to the government, price and other factors considered.
- d. Price Evaluation: Price proposals will be evaluated for completeness. The pricing detail should indicate the level of effort the contractor perceives as necessary to complete each task. Price reasonableness will be determined by comparison between competitive offers received under this solicitation.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in

accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

Section M - Evaluation Factors for Award

PROPOSAL EVALUATION

EVALUATION FACTORS: The Government will make award to the responsible offeror whose offer conforms to the solicitation and represents the best value to the government, cost or price and technical factors listed below considered. Evaluation factors are listed in descending order of importance. Factors other than cost or price, when combined are significantly more important than cost or price. As proposals become more equal in technical merit, the evaluated cost or price becomes more important.

1. Professional Qualifications
2. Capability and Resume' of Experience
3. Past Performance
4. Work Plan
5. Price

WAGE DETERMINATION NO: 94-2570 REV (16) AREA: WA,YAKIMA
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2570
Director	Wage Determinations	Revision No.: 16
		Date Of Last Revision: 08/09/2004

States: **Oregon, Washington**

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler

Washington Counties of Benton, Franklin, Walla Walla, Yakima

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.58
01012 - Accounting Clerk II	11.87
01013 - Accounting Clerk III	13.53
01014 - Accounting Clerk IV	16.34
01030 - Court Reporter	14.95
01050 - Dispatcher, Motor Vehicle	14.85
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	12.14
01115 - General Clerk I	9.20
01116 - General Clerk II	10.25
01117 - General Clerk III	12.01
01118 - General Clerk IV	13.46
01120 - Housing Referral Assistant	18.17
01131 - Key Entry Operator I	11.14
01132 - Key Entry Operator II	12.01
01191 - Order Clerk I	11.07
01192 - Order Clerk II	12.09
01261 - Personnel Assistant (Employment) I	12.01
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.08
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	17.02
01290 - Rental Clerk	11.59
01300 - Scheduler, Maintenance	13.99
01311 - Secretary I	13.99
01312 - Secretary II	15.63
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	15.10
01341 - Stenographer I	12.01
01342 - Stenographer II	13.33
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	12.55
01460 - Switchboard Operator-Receptionist	10.38
01510 - Test Examiner	15.63
01520 - Test Proctor	15.63
01531 - Travel Clerk I	11.74
01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.50
01611 - Word Processor I	11.34
01612 - Word Processor II	12.74
01613 - Word Processor III	14.25
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.06
03041 - Computer Operator I	13.18
03042 - Computer Operator II	16.28
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52

03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.32
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.00
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.52
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.92
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51
11360 - Window Cleaner	13.35
12000 - Health Occupations	
12020 - Dental Assistant	13.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.54
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.34
12073 - Licensed Practical Nurse III	16.05
12100 - Medical Assistant	12.36
12130 - Medical Laboratory Technician	13.55
12160 - Medical Record Clerk	12.40
12190 - Medical Record Technician	13.58
12221 - Nursing Assistant I	8.23
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.09
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.82
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	19.16
12312 - Registered Nurse II	23.46
12313 - Registered Nurse II, Specialist	23.46

12314 - Registered Nurse III	28.39
12315 - Registered Nurse III, Anesthetist	28.39
12316 - Registered Nurse IV	34.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.92
13011 - Exhibits Specialist I	15.52
13012 - Exhibits Specialist II	18.52
13013 - Exhibits Specialist III	20.53
13041 - Illustrator I	15.52
13042 - Illustrator II	18.52
13043 - Illustrator III	20.53
13047 - Librarian	23.17
13050 - Library Technician	13.59
13071 - Photographer I	15.10
13072 - Photographer II	17.46
13073 - Photographer III	20.92
13074 - Photographer IV	23.31
13075 - Photographer V	25.87
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.62
15030 - Counter Attendant	8.62
15040 - Dry Cleaner	10.89
15070 - Finisher, Flatwork, Machine	8.62
15090 - Presser, Hand	8.62
15100 - Presser, Machine, Drycleaning	8.62
15130 - Presser, Machine, Shirts	8.62
15160 - Presser, Machine, Wearing Apparel, Laundry	8.62
15190 - Sewing Machine Operator	11.65
15220 - Tailor	12.41
15250 - Washer, Machine	9.38
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.96
19040 - Tool and Die Maker	22.98
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.89
21020 - Material Coordinator	16.65
21030 - Material Expediter	16.65
21040 - Material Handling Laborer	10.15
21050 - Order Filler	11.28
21071 - Forklift Operator	11.81
21080 - Production Line Worker (Food Processing)	12.34
21100 - Shipping/Receiving Clerk	11.14
21130 - Shipping Packer	11.23
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	12.32
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.66
23040 - Aircraft Mechanic Helper	14.00
23050 - Aircraft Quality Control Inspector	19.68
23060 - Aircraft Servicer	15.88
23070 - Aircraft Worker	16.84
23100 - Appliance Mechanic	17.78
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	20.58
23130 - Carpenter, Maintenance	18.69
23140 - Carpet Layer	16.84
23160 - Electrician, Maintenance	22.97
23181 - Electronics Technician, Maintenance I	16.75
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.58
23260 - Fabric Worker	16.77
23290 - Fire Alarm System Mechanic	19.87
23310 - Fire Extinguisher Repairer	15.76
23340 - Fuel Distribution System Mechanic	19.87
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.13
23460 - Instrument Mechanic	19.87

23470 - Laborer	9.99
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	18.71
23550 - Machinist, Maintenance	18.71
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	19.87
23700 - Office Appliance Repairer	18.84
23740 - Painter, Aircraft	18.84
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	22.58
23800 - Plumber, Maintenance	21.45
23820 - Pneudraulic Systems Mechanic	19.87
23850 - Rigger	19.87
23870 - Scale Mechanic	17.81
23890 - Sheet-Metal Worker, Maintenance	20.58
23910 - Small Engine Mechanic	17.81
23930 - Telecommunication Mechanic I	19.87
23931 - Telecommunication Mechanic II	20.91
23950 - Telephone Lineman	19.87
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	19.87
23970 - Woodcraft Worker	19.87
23980 - Woodworker	15.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.56
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.56
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.19
27000 - Protective Service Occupations	
(not set) - Police Officer	25.20
27004 - Alarm Monitor	13.67
27006 - Corrections Officer	18.00
27010 - Court Security Officer	20.23
27040 - Detention Officer	18.00
27070 - Firefighter	20.67
27101 - Guard I	10.89
27102 - Guard II	13.67
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.67
28020 - Hatch Tender	17.67
28030 - Line Handler	17.67
28040 - Stevedore I	16.36
28050 - Stevedore II	18.84
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.72
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97
29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95

29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.17
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	15.30
29362 - Paralegal/Legal Assistant II	18.89
29363 - Paralegal/Legal Assistant III	21.04
29364 - Paralegal/Legal Assistant IV	25.65
29390 - Photooptics Technician	20.14
29480 - Technical Writer	18.76
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.61
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	9.75
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.12
31362 - Truckdriver, Medium Truck	13.77
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.04
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.96
99500 - Recreation Specialist	13.90
99510 - Recycling Worker	14.64
99610 - Sales Clerk	10.83
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.53
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.79
99660 - Surveying Aide	12.27
99690 - Swimming Pool Operator	17.73
99720 - Vending Machine Attendant	14.64
99730 - Vending Machine Repairer	17.73
99740 - Vending Machine Repairer Helper	14.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative,

or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION NO: 94-2160 REV (16) AREA: ID,STATEWIDE
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross Division of Wage Determinations | Wage Determination No.: 1994-2160
 Director | Revision No.: 16
 Date Of Last Revision: 06/11/2004

State: **Idaho**
 Area: **Idaho** Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.46
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	10.47
01115 - General Clerk I	9.18
01116 - General Clerk II	10.33
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46
01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	9.96
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	9.85
01262 - Personnel Assistant (Employment) II	10.94
01263 - Personnel Assistant (Employment) III	12.18
01264 - Personnel Assistant (Employment) IV	13.52
01270 - Production Control Clerk	16.64
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41
01420 - Survey Worker (Interviewer)	8.97
01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	11.69
01520 - Test Proctor	11.69
01531 - Travel Clerk I	9.79
01532 - Travel Clerk II	10.27
01533 - Travel Clerk III	11.14
01611 - Word Processor I	11.67
01612 - Word Processor II	12.04
01613 - Word Processor III	12.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.70
03041 - Computer Operator I	10.19
03042 - Computer Operator II	13.12
03043 - Computer Operator III	15.33
03044 - Computer Operator IV	17.87
03045 - Computer Operator V	18.89
03071 - Computer Programmer I (1)	16.02
03072 - Computer Programmer II (1)	20.80

03073 - Computer Programmer III (1)	24.13
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.13
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.72
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.06
05070 - Electrician, Automotive	13.39
05100 - Mobile Equipment Servicer	10.67
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	14.69
05220 - Motor Vehicle Mechanic Helper	10.67
05250 - Motor Vehicle Upholstery Worker	12.34
05280 - Motor Vehicle Wrecker	13.06
05310 - Painter, Automotive	13.95
05340 - Radiator Repair Specialist	14.17
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	14.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.95
07010 - Baker	10.33
07041 - Cook I	7.80
07042 - Cook II	9.05
07070 - Dishwasher	7.20
07130 - Meat Cutter	12.63
07250 - Waiter/Waitress	7.64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09070 - Furniture Refinisher	12.32
09100 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	8.46
11090 - Gardener	11.27
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.81
11210 - Laborer, Grounds Maintenance	9.54
11240 - Maid or Houseman	7.46
11270 - Pest Controller	12.50
11300 - Refuse Collector	12.20
11330 - Tractor Operator	12.53
11360 - Window Cleaner	9.29
12000 - Health Occupations	
12020 - Dental Assistant	12.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
12071 - Licensed Practical Nurse I	11.40
12072 - Licensed Practical Nurse II	12.77
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.43
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.37
12315 - Registered Nurse III, Anesthetist	47.38

12316 - Registered Nurse IV	29.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.79
13011 - Exhibits Specialist I	12.41
13012 - Exhibits Specialist II	15.85
13013 - Exhibits Specialist III	18.81
13041 - Illustrator I	12.41
13042 - Illustrator II	15.38
13043 - Illustrator III	18.81
13047 - Librarian	17.05
13050 - Library Technician	10.47
13071 - Photographer I	11.51
13072 - Photographer II	14.71
13073 - Photographer III	16.49
13074 - Photographer IV	20.27
13075 - Photographer V	24.92
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.12
15030 - Counter Attendant	7.12
15040 - Dry Cleaner	8.36
15070 - Finisher, Flatwork, Machine	7.12
15090 - Presser, Hand	7.12
15100 - Presser, Machine, Drycleaning	7.12
15130 - Presser, Machine, Shirts	7.12
15160 - Presser, Machine, Wearing Apparel, Laundry	7.12
15190 - Sewing Machine Operator	8.90
15220 - Tailor	9.48
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.32
19040 - Tool and Die Maker	18.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.10
21020 - Material Coordinator	16.64
21030 - Material Expediter	16.64
21040 - Material Handling Laborer	10.54
21050 - Order Filler	10.95
21071 - Forklift Operator	11.89
21080 - Production Line Worker (Food Processing)	11.89
21100 - Shipping/Receiving Clerk	10.86
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	11.89
21400 - Warehouse Specialist	11.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.70
23040 - Aircraft Mechanic Helper	12.63
23050 - Aircraft Quality Control Inspector	20.14
23060 - Aircraft Servicer	15.40
23070 - Aircraft Worker	16.30
23100 - Appliance Mechanic	13.55
23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	19.84
23130 - Carpenter, Maintenance	13.76
23140 - Carpet Layer	14.70
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	16.76
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	14.67
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	13.58
23340 - Fuel Distribution System Mechanic	17.27
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	15.97
23440 - Heavy Equipment Operator	15.90
23460 - Instrument Mechanic	17.86
23470 - Laborer	10.54
23500 - Locksmith	15.90

23530 - Machinery Maintenance Mechanic	17.55
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.99
23700 - Office Appliance Repairer	16.60
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	17.55
23870 - Scale Mechanic	15.36
23890 - Sheet-Metal Worker, Maintenance	15.39
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	17.78
23931 - Telecommunication Mechanic II	20.32
23950 - Telephone Lineman	17.78
23960 - Welder, Combination, Maintenance	13.96
23965 - Well Driller	18.05
23970 - Woodcraft Worker	17.55
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.62
24580 - Child Care Center Clerk	11.91
24600 - Chore Aid	7.71
24630 - Homemaker	8.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.07
25040 - Sewage Plant Operator	14.90
25070 - Stationary Engineer	17.07
25190 - Ventilation Equipment Tender	12.63
25210 - Water Treatment Plant Operator	14.90
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	12.39
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.84
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.93
28020 - Hatch Tender	14.93
28030 - Line Handler	14.93
28040 - Stevedore I	13.53
28050 - Stevedore II	16.28
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	16.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.12
29040 - Civil Engineering Technician	16.74
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44
29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25
29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	23.00
29160 - Instructor	20.84

29210 - Laboratory Technician	15.80
29240 - Mathematical Technician	22.25
29361 - Paralegal/Legal Assistant I	13.30
29362 - Paralegal/Legal Assistant II	15.58
29363 - Paralegal/Legal Assistant III	18.09
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	23.22
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
29622 - Weather Observer, Upper Air (3)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	7.62
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.84
31364 - Truckdriver, Tractor-Trailer	14.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63
99030 - Cashier	7.81
99041 - Carnival Equipment Operator	8.84
99042 - Carnival Equipment Repairer	10.68
99043 - Carnival Worker	7.49
99050 - Desk Clerk	7.62
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.03
99620 - School Crossing Guard (Crosswalk Attendant)	9.96
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
 - 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.